



CHICAGO TITLE INSURANCE COMPANY

ALTA Commitment for Title Insurance NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Nebraska corporation ("Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

File Number: **81004036**

Issued by:

Greater Illinois Title Company
858 Center Court
Unit A
Shorewood, IL 60431
Phone: 815-725-5270
Fax: 815-725-4870

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I- Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: **81004036**

Issued by: **Greater Illinois Title Company**

Address Reference: **Vacant Land
Charleston, IL 61920**

**858 Center Court
Unit A
Shorewood, IL 60431
Phone: 815-725-5270
Fax: 815-725-4870**

1. **Commitment Date:** January 18, 2022

2. **Policy (or Policies) to be issued:**

Policy Amount

2006 ALTA OWNER'S POLICY

Proposed Insured:

\$10,000.00

2006 ALTA LOAN POLICY

Proposed Insured:

LENDER WITH CONTRACTUAL OBLIGATIONS UNDER A LOAN AGREEMENT WITH THE VESTED OWNER IDENTIFIED AT ITEM 4 BELOW, OR PROPOSED PURCHASER.

3. **The estate or interest in the Land described or referred to in this Commitment is Fee Simple.**

4. **Title to the estate or interest in the Land is at the Commitment Date vested in:**

3761 REAL ESTATE PARTNERS LIMITED PARTNERSHIP

5. **The Land is described as follows:**

THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY-FOUR (24), AND THE NORTH 15 ACRES OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION TWENTY-FIVE (25), TOWNSHIP FOURTEEN (14) NORTH, RANGE NINE (9) EAST OF THE THIRD PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS.

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File Number: **81004036**

Commitment Date: **January 18, 2022**

Issued by: **Greater Illinois Title Company**

858 Center Court

Unit A

Shorewood, IL 60431

Phone: 815-725-5270

Fax: 815-725-4870

SCHEDULE B - PART I

Requirements

All of the following Requirements must be met:

- A) THE PROPOSED INSURED MUST NOTIFY THE COMPANY IN WRITING OF THE NAME OF ANY PARTY NOT REFERRED TO IN THIS COMMITMENT WHO WILL OBTAIN AN INTEREST IN THE LAND OR WHO WILL MAKE A LOAN ON THE LAND. THE COMPANY MAY THEN MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.
- B) PAY THE AGREED AMOUNT FOR THE ESTATE OR INTEREST TO BE INSURED.
- C) PAY THE PREMIUMS, FEES, AND CHARGES FOR THE POLICY TO THE COMPANY.
- D) DOCUMENTS SATISFACTORY TO THE COMPANY THAT CONVEY THE TITLE OR CREATE THE MORTGAGE TO BE INSURED, OR BOTH, MUST BE PROPERLY AUTHORIZED, EXECUTED, DELIVERED, AND RECORDED IN THE PUBLIC RECORDS.
- E) FOR EACH POLICY TO BE ISSUED AS IDENTIFIED IN SCHEDULE A, ITEM 2, THE COMPANY SHALL NOT BE LIABLE UNDER THIS COMMITMENT UNTIL IT RECEIVES A DESIGNATION FOR A PROPOSED INSURED, ACCEPTABLE TO THE COMPANY. AS PROVIDED IN COMMITMENT CONDITION 4, THE COMPANY MAY AMEND THIS COMMITMENT TO ADD, AMONG OTHER THINGS, ADDITIONAL EXCEPTIONS OR REQUIREMENTS AFTER THE DESIGNATION OF THE PROPOSED INSURED
- F) THE PROPOSED POLICY AMOUNT(S) MUST BE DISCLOSED TO THE COMPANY, AND SUBJECT TO APPROVAL BY THE COMPANY, ENTERED AS THE PROPOSED POLICY AMOUNT. AN OWNER'S POLICY SHOULD REFLECT THE PURCHASE PRICE OR FULL VALUE OF THE LAND. A LOAN POLICY SHOULD REFLECT THE LOAN AMOUNT OR VALUE OF THE PROPERTY AS COLLATERAL. PROPOSED POLICY AMOUNT(S) WILL BE REVISED AND PREMIUMS CHARGED CONSISTENT THEREWITH WHEN THE FINAL AMOUNTS ARE APPROVED.
- G) PAY ALL TAXES, CHARGES AND ASSESSMENTS AFFECTING THE LAND THAT ARE DUE AND PAYABLE, INCLUDING THOSE SOLD, FORFEITED OR UNPAID FROM PRIOR YEARS AS SET FORTH IN SCHEDULE B - PART II.
- H) AS TO ANY MORTGAGES, LIENS OR RELATED DOCUMENTS SET FORTH IN THIS SCHEDULE B - PARTS I OR II, WE MUST BE FURNISHED SATISFACTIONS OR RELEASES THEREOF, OR SUFFICIENT DOCUMENTATION AND FUNDS TO SATISFY SAID MATTERS.
- I) PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION(S), PLEASE CONTACT OUR OFFICES IMMEDIATELY.
- J) EXISTING UNRECORDED LEASES, IF ANY.
- K) WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE

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Effective Date: **January 18, 2022**

LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.

- L) COMPLIANCE WITH THE PROVISIONS OF THE 'PLAT ACT' (765 ILCS 205/0.01 ET SEQ.) MAY BE NECESSARY PRIOR TO RECORDING ANY DEED CONVEYING THE LAND.
- M) WE MUST BE FURNISHED A CERTIFIED COPY OF THE PARTNERSHIP AGREEMENT OF 3761 REAL ESTATE PARTNERS LIMITED PARTNERSHIP TOGETHER WITH ANY AND ALL AMENDMENTS THERETO, ALONG WITH THE NAMES OF ALL THE GENERAL PARTNERS, AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY THEN DEEM NECESSARY.
- N) IN THE EVENT WE ARE REQUESTED TO ISSUE EXTENDED COVERAGE, WE NOTE THE FOLLOWING AND REQUIRE:

AN 'ALTA SURVEY';

AN 'ALTA STATEMENT';

WE MUST BE FURNISHED THE 'ALTA SURVEY' AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT MAY BE SUBJECT TO FURTHER EXCEPTIONS AND REQUIREMENTS WE MAY THEN DEEM NECESSARY.

WE HAVE NOT PRE-BILLED OUR EXTENDED COVERAGE PREMIUM, OUR ESCROW DEPARTMENT MUST BE CONTACTED FOR A QUOTE.
- O) IN THE EVENT WE ARE REQUESTED TO ISSUE OUR 3.1 ZONING ENDORSEMENT, WE NOTE THE FOLLOWING AND REQUIRE:

AN AFFIRMATIVE STATEMENT AS TO USAGE, SAID STATEMENT MUST CONTAIN THE LANGUAGE THAT SAID USAGE IS NOT IN VIOLATION OF EXISTING ZONING ORDINANCES.

AN 'ALTA' SURVEY SHOWING MINIMALLY:

AREA, WIDTH AND DEPTH OF THE LAND AS A BUILDING SITE FOR SAID STRUCTURE. 2. FLOOR SPACE AREA OF SAID STRUCTURE. 3. SETBACK OF SAID STRUCTURE FROM PROPERTY LINES OF THE LAND. 4. HEIGHT OF SAID STRUCTURE. 5. PARKING SPACES MARKED (IF PARKING IS DESIRED).

WE MUST BE FURNISHED THE AFORESAID INFORMATION AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT MAY BE SUBJECT TO FURTHER EXCEPTIONS AND REQUIREMENTS WE MAY THEN DEEM NECESSARY.
- P) IN THE EVENT WE ARE REQUESTED TO ISSUE ANY SPECIAL ENDORSEMENTS OTHER THAN THOSE DISCLOSED IN SCHEDULE B, WE MUST BE CONTACTED AT LEAST 72 HOURS PRIOR TO CLOSING FOR OUR REQUIREMENTS.
- Q) NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.
- R) SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT, ARE ISSUED BY A STATE, FEDERAL GOVERNMENT AGENCY OR CONSULATE, BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE AND BEAR THE INDIVIDUAL'S SIGNATURE.

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- S) PURSUANT TO THE TAX REFORM ACT OF 1986, TITLE 1, SUBTITLE C, SECTION 1521, AS AMENDED, REQUIRES THE SETTLEMENT AGENT TO REPORT REAL ESTATE TRANSACTIONS. RELATIVE THERETO WE NOTE THE FOLLOWING AND REQUIRE:

WE MUST BE FURNISHED AT CLOSING THE TAX IDENTIFICATION NUMBERS OF ALL THE NON-EXEMPT TRANSFEROR(S) OF THE SUBJECT REAL ESTATE.

FAILURE TO COMPLY WITH THE REGULATION WILL RESULT IN A HOLD-BACK OF THE NET PROCEEDS OR A CANCELLATION OF THE CLOSING.

- T) ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.
- U) IN THE EVENT THAT ANY DOCUMENTS THAT ARE TO BE UTILIZED IN THE TRANSACTION INSURED BY THIS COMMITMENT ARE TO BE EXECUTED THROUGH A POWER OF ATTORNEY, WE RESERVE THE RIGHT TO VERIFY THE EXISTENCE OF THE PRINCIPAL AGENT RELATIONSHIP, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS THAT MAY BE DEEMED NECESSARY.
- V) NOTE FOR INFORMATION:

THE STATE OF ILLINOIS HAS ENACTED PUBLIC ACT 96-1454 EFFECTIVE JANUARY 1, 2011 WHICH AMENDS THE ILLINOIS TITLE INSURANCE ACT AND REQUIRES THE ISSUANCE OF CLOSING PROTECTION LETTERS (CPLS) FOR LENDERS, BORROWERS, BUYERS AND SELLERS IN ALL RESIDENTIAL AND NON-RESIDENTIAL REAL ESTATE TRANSACTIONS UNDER \$2,000,000 WHERE A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENCY ACTS AS THE ESCROW AGENT CONDUCTING THE CLOSINGS.

FOR ALL CLOSINGS TAKING PLACE ON OR AFTER JANUARY 1, 2011, GREATER ILLINOIS TITLE COMPANY WILL FOLLOW THE GUIDELINES FOR THE MINIMUM FEES FOR CPLS AND WILL COLLECT FROM THE PARTIES THE FEES NOTED ON THE TITLE INVOICE AND REMIT THE FEES TO OUR UNDERWRITER AS REQUIRED BY STATUTE.

NOTE FOR INFORMATION:

ALL CLOSING PACKAGES SHOULD BE SENT TO : E.DOC@GITC.COM (EMAIL PACKAGE FEE = \$45 PER LOAN PACKAGE)

CLOSING PROTECTION LETTER REQUESTS (CPL REQUESTS) : CLOSINGLETTER@GITC.COM

NOTE: PURSUANT TO THE ILLINOIS GOOD FUNDS LAW EFFECTIVE JANUARY 1, 2010 (SECTION 215 ILCS 155/26) GREATER ILLINOIS TITLE COMPANY SHALL NOT MAKE DISBURSEMENTS IN CONNECTION WITH ANY ESCROWS, SETTLEMENTS OR CLOSINGS UNLESS THE FUNDS IN THE AGGREGATE AMOUNT OF \$50,000 OR GREATER ARE "GOOD FUNDS" DEFINED AS (A) WIRED FUNDS (B) CHECKS ISSUED BY A GOVERNMENT ENTITY (C) CHECKS DRAWN ON THE TRUST ACCOUNT OF A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENT OR (D) IF THE FUNDS ARE "COLLECTED FUNDS" AS DEFINED IN THE ABOVE STATUTE AS FUNDS THAT ARE DEPOSITED, FINALLY SETTLED AND CREDITED TO THE TITLE COMPANY'S FIDUCIARY TRUST ACCOUNT.

FUNDS IN THE AGGREGATE AMOUNT OF LESS THAN \$50,000 FROM ANY SINGLE PARTY MAY BE IN THE FORM OF (1) WIRED FUNDS (2) CASHIER'S CHECKS OR CERTIFIED CHECKS (3) CHECKS DRAWN ON THE TRUST ACCOUNT OF ANY LICENSED LAWYER OR REAL ESTATE BROKER (4) CHECKS ISSUED BY A GOVERNMENT ENTITY (5) CHECKS DRAWN

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A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule B-I (cont.)

File Number: **81004036**

Effective Date: **January 18, 2022**

ON THE FIDUCIARY TRUST ACCOUNT OF A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENT.

ALL CHECKS MUST BE MADE PAYABLE ONLY TO GREATER ILLINOIS TITLE COMPANY.

UNDER ALL CIRCUMSTANCES, GREATER ILLINOIS TITLE COMPANY RESERVES THE RIGHT TO APPROVE ALL FUNDS AND TO MAKE DETERMINATIONS OF WHETHER THERE ARE SUFFICIENT FUNDS AVAILABLE FOR WITHDRAWAL IN THE ACCOUNT UPON WHICH THE FUNDS ARE DRAWN AT THE TIME OF DISBURSEMENT.

END OF SCHEDULE B - PART I REQUIREMENTS

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Commitment Date: **January 18, 2022**

Issued by: **Greater Illinois Title Company**
858 Center Court
Unit A
Shorewood, IL 60431
Phone: 815-725-5270
Fax: 815-725-4870

SCHEDULE B - PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET.
7. GENERAL REAL ESTATE TAXES FOR THE YEARS 2021 AND 2022. TAX NO. 12-0-00710-000. (AFFECTS SUBJECT AND OTHER LAND)

NOTE: THE AMOUNT OF THE 2020 TAXES WAS \$3,217.22.

NOTE: THE 2021 AND 2022 TAXES ARE NOT YET DUE AND PAYABLE.
8. EXISTING UNRECORDED LEASES, IF ANY.
9. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROADS AND HIGHWAYS, IF ANY.
10. DRAINAGE DITCHES, LATERALS, FEEDERS, DRAINAGE TILES OR OTHER DRAINAGE EASEMENT RIGHTS, IF ANY.
11. RIGHT OF WAY EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE OVER, UPON AND UNDER THE LAND AS

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CONTAINED IN DOCUMENT RECORDED AS NO. 0671705.

12. RIGHTS OF THE STATE, COUNTY AND MUNICIPALITY, ALONG WITH PARTIES IN POSSESSION OR INTEREST, IN AND TO A PIPELINE RUNNING THROUGH THE LAND AND ALL TERMS, PROVISIONS, CONDITIONS, COVENANTS AND EASEMENTS PERTAINING THERETO AS MAY BE CONTAINED IN UNRECORDED AGREEMENT(S) AND/OR INSTRUMENT(S), INCLUDING, BUT NOT LIMITED TO MAINTENANCE, HAZARDOUS MATERIALS, INGRESS AND EGRESS, USE, COSTS, EASEMENTS, LEASES, AND FORFEITURES OR BREACHES CONTAINED THEREIN.

NOTE: THIS COMMITMENT, AND POLICY IF ISSUED, SHOULD NOT BE CONSTRUED AS INSURING THE AFORESAID.

13. THIS COMMITMENT/POLICY IS SUBJECT TO ALL EASEMENTS, SERVITUDES, COVENANTS, CONDITIONS, RESTRICTIONS, PARTY WALLS AND BUILDING LINES, IF ANY, AFFECTING THE LAND WHICH APPEARS IN THE PUBLIC RECORDS.

END OF SCHEDULE B - PART II EXCEPTIONS

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Greater Illinois Title Company, Inc. and its subsidiaries (GIT) respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains GIT’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. GIT follows the privacy practices described in this Privacy Statement and, depending on the business performed, GIT companies may share information as described herein.

PERSONAL INFORMATION COLLECTED

- We may collect Personal Information about you from the following sources:
- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification, asset information and income information;
- Information we receive from you through our internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is responsibly necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address, and facts about your transaction with other GIT companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer credit reporting agencies with our affiliates or with others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information - We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information- As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, GIT's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Gregory M. Kosin, Chief Compliance Officer
Greater Illinois Title Company, Inc.
120 North LaSalle Street, Suite 900
Chicago, IL 60602

Branded or Co-Sponsored Websites - If you provide Personal Information to us through a co-branded or co-sponsored website, you may be providing such information to the co-sponsor as well. In that event, we will make reasonable efforts to provide notice to you at the time you provide the information and you can decide whether you wish to do so. If you do submit such information, we will not be responsible for the use of the information you submit to the co-sponsor.

Links to Other Websites - Our websites may contain links to websites that are provided and maintained by third parties and that are not subject to this Privacy Statement. Please review the privacy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Cookies - Our websites may use 'cookies' or similar technologies to improve our service to you. Our cookies do not collect your Personal Information.

Changes to this Privacy Statement - This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



CHICAGO TITLE INSURANCE COMPANY

ALTA Commitment for Title Insurance NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Nebraska corporation ("Company") commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

File Number: **81004035**

Issued by:

Greater Illinois Title Company
858 Center Court
Unit A
Shorewood, IL 60431
Phone: 815-725-5270
Fax: 815-725-4870

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I- Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: **81004035**

Issued by: **Greater Illinois Title Company**

Address Reference: **Vacant Land
Charleston, IL 61920**

**858 Center Court
Unit A
Shorewood, IL 60431
Phone: 815-725-5270
Fax: 815-725-4870**

1. **Commitment Date:** January 18, 2022

2. **Policy (or Policies) to be issued:**

Policy Amount

2006 ALTA OWNER'S POLICY

Proposed Insured:

\$10,000.00

2006 ALTA LOAN POLICY

Proposed Insured:

LENDER WITH CONTRACTUAL OBLIGATIONS UNDER A LOAN AGREEMENT WITH THE VESTED OWNER IDENTIFIED AT ITEM 4 BELOW, OR PROPOSED PURCHASER.

3. **The estate or interest in the Land described or referred to in this Commitment is Fee Simple.**

4. **Title to the estate or interest in the Land is at the Commitment Date vested in:**

3761 REAL ESTATE PARTNERS LIMITED PARTNERSHIP

5. **The Land is described as follows:**

SEE ATTACHED EXHIBIT "A"

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File Number: **81004035**

EXHIBIT "A"

PART OF THE SOUTH 19.44 ACRES OF LOT TWO (2) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION NINETEEN (19), TOWNSHIP FOURTEEN (14) NORTH, RANGE TEN (10) EAST OF THE THIRD PRINCIPAL MERIDIAN, COLES COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION NINETEEN (19) BEING AN IRON ROD TAGGED PLS 2054; THENCE NORTH 00 DEGREES 02 MINUTES 45 SECONDS EAST (BEARING BASED ON TRUE MERIDIAN DETERMINED BY SOLAR OBSERVATION) 530.77 FEET ALONG THE WEST LINE OF SAID SECTION NINETEEN (19); THENCE SOUTH 89 DEGREES 54 MINUTES 54 SECONDS EAST 1586.40 FEET TO THE EAST LINE OF SAID LOT TWO (2); THENCE SOUTH 00 DEGREES 06 MINUTES 54 SECONDS EAST 530.78 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER (SW 1/4); THENCE NORTH 89 DEGREES 54 MINUTES 54 SECONDS WEST 1587.89 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, SITUATED IN COLES COUNTY, ILLINOIS.

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File Number: **81004035**

Commitment Date: **January 18, 2022**

Issued by: **Greater Illinois Title Company**

858 Center Court

Unit A

Shorewood, IL 60431

Phone: 815-725-5270

Fax: 815-725-4870

SCHEDULE B - PART I

Requirements

All of the following Requirements must be met:

- A) THE PROPOSED INSURED MUST NOTIFY THE COMPANY IN WRITING OF THE NAME OF ANY PARTY NOT REFERRED TO IN THIS COMMITMENT WHO WILL OBTAIN AN INTEREST IN THE LAND OR WHO WILL MAKE A LOAN ON THE LAND. THE COMPANY MAY THEN MAKE ADDITIONAL REQUIREMENTS OR EXCEPTIONS.
- B) PAY THE AGREED AMOUNT FOR THE ESTATE OR INTEREST TO BE INSURED.
- C) PAY THE PREMIUMS, FEES, AND CHARGES FOR THE POLICY TO THE COMPANY.
- D) DOCUMENTS SATISFACTORY TO THE COMPANY THAT CONVEY THE TITLE OR CREATE THE MORTGAGE TO BE INSURED, OR BOTH, MUST BE PROPERLY AUTHORIZED, EXECUTED, DELIVERED, AND RECORDED IN THE PUBLIC RECORDS.
- E) FOR EACH POLICY TO BE ISSUED AS IDENTIFIED IN SCHEDULE A, ITEM 2, THE COMPANY SHALL NOT BE LIABLE UNDER THIS COMMITMENT UNTIL IT RECEIVES A DESIGNATION FOR A PROPOSED INSURED, ACCEPTABLE TO THE COMPANY. AS PROVIDED IN COMMITMENT CONDITION 4, THE COMPANY MAY AMEND THIS COMMITMENT TO ADD, AMONG OTHER THINGS, ADDITIONAL EXCEPTIONS OR REQUIREMENTS AFTER THE DESIGNATION OF THE PROPOSED INSURED
- F) THE PROPOSED POLICY AMOUNT(S) MUST BE DISCLOSED TO THE COMPANY, AND SUBJECT TO APPROVAL BY THE COMPANY, ENTERED AS THE PROPOSED POLICY AMOUNT. AN OWNER'S POLICY SHOULD REFLECT THE PURCHASE PRICE OR FULL VALUE OF THE LAND. A LOAN POLICY SHOULD REFLECT THE LOAN AMOUNT OR VALUE OF THE PROPERTY AS COLLATERAL. PROPOSED POLICY AMOUNT(S) WILL BE REVISED AND PREMIUMS CHARGED CONSISTENT THEREWITH WHEN THE FINAL AMOUNTS ARE APPROVED.
- G) PAY ALL TAXES, CHARGES AND ASSESSMENTS AFFECTING THE LAND THAT ARE DUE AND PAYABLE, INCLUDING THOSE SOLD, FORFEITED OR UNPAID FROM PRIOR YEARS AS SET FORTH IN SCHEDULE B - PART II.
- H) AS TO ANY MORTGAGES, LIENS OR RELATED DOCUMENTS SET FORTH IN THIS SCHEDULE B - PARTS I OR II, WE MUST BE FURNISHED SATISFACTIONS OR RELEASES THEREOF, OR SUFFICIENT DOCUMENTATION AND FUNDS TO SATISFY SAID MATTERS.
- I) PLEASE BE ADVISED THAT OUR SEARCH DID NOT DISCLOSE ANY OPEN MORTGAGES OF RECORD. IF YOU SHOULD HAVE KNOWLEDGE OF ANY OUTSTANDING OBLIGATION(S), PLEASE CONTACT OUR OFFICES IMMEDIATELY.
- J) EXISTING UNRECORDED LEASES, IF ANY.
- K) WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE

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File Number: **81004035**

Effective Date: **January 18, 2022**

LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.

- L) COMPLIANCE WITH THE PROVISIONS OF THE 'PLAT ACT' (765 ILCS 205/0.01 ET SEQ.) MAY BE NECESSARY PRIOR TO RECORDING ANY DEED CONVEYING THE LAND.
- M) WE MUST BE FURNISHED A CERTIFIED COPY OF THE PARTNERSHIP AGREEMENT OF 3761 REAL ESTATE PARTNERS LIMITED PARTNERSHIP TOGETHER WITH ANY AND ALL AMENDMENTS THERETO, ALONG WITH THE NAMES OF ALL THE GENERAL PARTNERS, AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY THEN DEEM NECESSARY.
- N) IN THE EVENT WE ARE REQUESTED TO ISSUE EXTENDED COVERAGE, WE NOTE THE FOLLOWING AND REQUIRE:

AN 'ALTA SURVEY';

AN 'ALTA STATEMENT';

WE MUST BE FURNISHED THE 'ALTA SURVEY' AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT MAY BE SUBJECT TO FURTHER EXCEPTIONS AND REQUIREMENTS WE MAY THEN DEEM NECESSARY.

WE HAVE NOT PRE-BILLED OUR EXTENDED COVERAGE PREMIUM, OUR ESCROW DEPARTMENT MUST BE CONTACTED FOR A QUOTE.
- O) IN THE EVENT WE ARE REQUESTED TO ISSUE OUR 3.1 ZONING ENDORSEMENT, WE NOTE THE FOLLOWING AND REQUIRE:

AN AFFIRMATIVE STATEMENT AS TO USAGE, SAID STATEMENT MUST CONTAIN THE LANGUAGE THAT SAID USAGE IS NOT IN VIOLATION OF EXISTING ZONING ORDINANCES.

AN 'ALTA' SURVEY SHOWING MINIMALLY:

AREA, WIDTH AND DEPTH OF THE LAND AS A BUILDING SITE FOR SAID STRUCTURE. 2. FLOOR SPACE AREA OF SAID STRUCTURE. 3. SETBACK OF SAID STRUCTURE FROM PROPERTY LINES OF THE LAND. 4. HEIGHT OF SAID STRUCTURE. 5. PARKING SPACES MARKED (IF PARKING IS DESIRED).

WE MUST BE FURNISHED THE AFORESAID INFORMATION AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT MAY BE SUBJECT TO FURTHER EXCEPTIONS AND REQUIREMENTS WE MAY THEN DEEM NECESSARY.
- P) IN THE EVENT WE ARE REQUESTED TO ISSUE ANY SPECIAL ENDORSEMENTS OTHER THAN THOSE DISCLOSED IN SCHEDULE B, WE MUST BE CONTACTED AT LEAST 72 HOURS PRIOR TO CLOSING FOR OUR REQUIREMENTS.
- Q) NOTICE: PLEASE BE AWARE THAT DUE TO THE CONFLICT BETWEEN FEDERAL AND STATE LAWS CONCERNING THE CULTIVATION, DISTRIBUTION, MANUFACTURE OR SALE OF MARIJUANA, THE COMPANY IS NOT ABLE TO CLOSE OR INSURE ANY TRANSACTION INVOLVING LAND THAT IS ASSOCIATED WITH THESE ACTIVITIES.
- R) SATISFACTORY EVIDENCE OF IDENTIFICATION MUST BE PRESENTED FOR THE NOTARIZATION OF ANY AND ALL DOCUMENTS NOTARIZED BY AN ILLINOIS NOTARY PUBLIC. SATISFACTORY IDENTIFICATION DOCUMENTS ARE DOCUMENTS THAT ARE VALID AT THE TIME OF THE NOTARIAL ACT, ARE ISSUED BY A STATE, FEDERAL GOVERNMENT AGENCY OR CONSULATE, BEAR THE PHOTOGRAPHIC IMAGE OF THE INDIVIDUAL'S FACE AND BEAR THE INDIVIDUAL'S SIGNATURE.

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File Number: **81004035**

Effective Date: **January 18, 2022**

- S) PURSUANT TO THE TAX REFORM ACT OF 1986, TITLE 1, SUBTITLE C, SECTION 1521, AS AMENDED, REQUIRES THE SETTLEMENT AGENT TO REPORT REAL ESTATE TRANSACTIONS. RELATIVE THERETO WE NOTE THE FOLLOWING AND REQUIRE:

WE MUST BE FURNISHED AT CLOSING THE TAX IDENTIFICATION NUMBERS OF ALL THE NON-EXEMPT TRANSFEROR(S) OF THE SUBJECT REAL ESTATE.

FAILURE TO COMPLY WITH THE REGULATION WILL RESULT IN A HOLD-BACK OF THE NET PROCEEDS OR A CANCELLATION OF THE CLOSING.

- T) ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.
- U) IN THE EVENT THAT ANY DOCUMENTS THAT ARE TO BE UTILIZED IN THE TRANSACTION INSURED BY THIS COMMITMENT ARE TO BE EXECUTED THROUGH A POWER OF ATTORNEY, WE RESERVE THE RIGHT TO VERIFY THE EXISTENCE OF THE PRINCIPAL AGENT RELATIONSHIP, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS THAT MAY BE DEEMED NECESSARY.
- V) NOTE FOR INFORMATION:

THE STATE OF ILLINOIS HAS ENACTED PUBLIC ACT 96-1454 EFFECTIVE JANUARY 1, 2011 WHICH AMENDS THE ILLINOIS TITLE INSURANCE ACT AND REQUIRES THE ISSUANCE OF CLOSING PROTECTION LETTERS (CPLS) FOR LENDERS, BORROWERS, BUYERS AND SELLERS IN ALL RESIDENTIAL AND NON-RESIDENTIAL REAL ESTATE TRANSACTIONS UNDER \$2,000,000 WHERE A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENCY ACTS AS THE ESCROW AGENT CONDUCTING THE CLOSINGS.

FOR ALL CLOSINGS TAKING PLACE ON OR AFTER JANUARY 1, 2011, GREATER ILLINOIS TITLE COMPANY WILL FOLLOW THE GUIDELINES FOR THE MINIMUM FEES FOR CPLS AND WILL COLLECT FROM THE PARTIES THE FEES NOTED ON THE TITLE INVOICE AND REMIT THE FEES TO OUR UNDERWRITER AS REQUIRED BY STATUTE.

NOTE FOR INFORMATION:

ALL CLOSING PACKAGES SHOULD BE SENT TO : E.DOC@GITC.COM (EMAIL PACKAGE FEE = \$45 PER LOAN PACKAGE)

CLOSING PROTECTION LETTER REQUESTS (CPL REQUESTS) : CLOSINGLETTER@GITC.COM

NOTE: PURSUANT TO THE ILLINOIS GOOD FUNDS LAW EFFECTIVE JANUARY 1, 2010 (SECTION 215 ILCS 155/26) GREATER ILLINOIS TITLE COMPANY SHALL NOT MAKE DISBURSEMENTS IN CONNECTION WITH ANY ESCROWS, SETTLEMENTS OR CLOSINGS UNLESS THE FUNDS IN THE AGGREGATE AMOUNT OF \$50,000 OR GREATER ARE "GOOD FUNDS" DEFINED AS (A) WIRED FUNDS (B) CHECKS ISSUED BY A GOVERNMENT ENTITY (C) CHECKS DRAWN ON THE TRUST ACCOUNT OF A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENT OR (D) IF THE FUNDS ARE "COLLECTED FUNDS" AS DEFINED IN THE ABOVE STATUTE AS FUNDS THAT ARE DEPOSITED, FINALLY SETTLED AND CREDITED TO THE TITLE COMPANY'S FIDUCIARY TRUST ACCOUNT.

FUNDS IN THE AGGREGATE AMOUNT OF LESS THAN \$50,000 FROM ANY SINGLE PARTY MAY BE IN THE FORM OF (1) WIRED FUNDS (2) CASHIER'S CHECKS OR CERTIFIED CHECKS (3) CHECKS DRAWN ON THE TRUST ACCOUNT OF ANY LICENSED LAWYER OR REAL ESTATE BROKER (4) CHECKS ISSUED BY A GOVERNMENT ENTITY (5) CHECKS DRAWN

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A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule B-I (cont.)

File Number: **81004035**

Effective Date: **January 18, 2022**

ON THE FIDUCIARY TRUST ACCOUNT OF A TITLE INSURANCE COMPANY OR TITLE INSURANCE AGENT.

ALL CHECKS MUST BE MADE PAYABLE ONLY TO GREATER ILLINOIS TITLE COMPANY.

UNDER ALL CIRCUMSTANCES, GREATER ILLINOIS TITLE COMPANY RESERVES THE RIGHT TO APPROVE ALL FUNDS AND TO MAKE DETERMINATIONS OF WHETHER THERE ARE SUFFICIENT FUNDS AVAILABLE FOR WITHDRAWAL IN THE ACCOUNT UPON WHICH THE FUNDS ARE DRAWN AT THE TIME OF DISBURSEMENT.

END OF SCHEDULE B - PART I REQUIREMENTS

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acichock 02/10/2022

Schedule B-I Page 9





File Number: **81004035**
Commitment Date: **January 18, 2022**

Issued by: **Greater Illinois Title Company**
858 Center Court
Unit A
Shorewood, IL 60431
Phone: 815-725-5270
Fax: 815-725-4870

SCHEDULE B - PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY PUBLIC RECORDS.
2. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCE AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE LAND SURVEY OF THE LAND.
3. EASEMENTS, OR CLAIMS OF EASEMENTS, NOT SHOWN BY PUBLIC RECORDS.
4. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
5. TAXES OR SPECIAL ASSESSMENTS WHICH ARE NOT SHOWN AS EXISTING LIENS BY THE PUBLIC RECORDS.
6. ANY DEFECT, LIEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS OR IS CREATED, ATTACHES, OR IS DISCLOSED BETWEEN THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART I-REQUIREMENTS ARE MET.
7. GENERAL REAL ESTATE TAXES FOR THE YEARS 2021 AND 2022. TAX NO. 08-0-00364-000.

NOTE: THE AMOUNT OF THE 2020 TAXES WAS \$683.68.

NOTE: THE 2021 AND 2022 TAXES ARE NOT YET DUE AND PAYABLE.
8. EXISTING UNRECORDED LEASES, IF ANY.
9. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ROADS AND HIGHWAYS, IF ANY.
10. DRAINAGE DITCHES, LATERALS, FEEDERS, DRAINAGE TILES OR OTHER DRAINAGE EASEMENT RIGHTS, IF ANY.
11. RIGHTS OF THE STATE, COUNTY AND MUNICIPALITY, ALONG WITH PARTIES IN POSSESSION OR INTEREST, IN AND TO A PIPELINE RUNNING THROUGH THE LAND AND ALL TERMS, PROVISIONS, CONDITIONS, COVENANTS AND

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions.

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File Number: **81004035**

Effective Date: **January 18, 2022**

EASEMENTS PERTAINING THERETO AS MAY BE CONTAINED IN UNRECORDED AGREEMENT(S) AND/OR INSTRUMENT(S), INCLUDING, BUT NOT LIMITED TO MAINTENANCE, HAZARDOUS MATERIALS, INGRESS AND EGRESS, USE, COSTS, EASEMENTS, LEASES, AND FORFEITURES OR BREACHES CONTAINED THEREIN.

NOTE: THIS COMMITMENT, AND POLICY IF ISSUED, SHOULD NOT BE CONSTRUED AS INSURING THE AFORESAID.

12. THIS COMMITMENT/POLICY IS SUBJECT TO ALL EASEMENTS, SERVITUDES, COVENANTS, CONDITIONS, RESTRICTIONS, PARTY WALLS AND BUILDING LINES, IF ANY, AFFECTING THE LAND WHICH APPEARS IN THE PUBLIC RECORDS.

END OF SCHEDULE B - PART II EXCEPTIONS

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Greater Illinois Title Company, Inc. and its subsidiaries (GIT) respect the privacy and security of your non-public personal information (“Personal Information”) and protecting your Personal Information is one of our top priorities. This Privacy Statement explains GIT’s privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. GIT follows the privacy practices described in this Privacy Statement and, depending on the business performed, GIT companies may share information as described herein.

PERSONAL INFORMATION COLLECTED

- We may collect Personal Information about you from the following sources:
- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification, asset information and income information;
- Information we receive from you through our internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is responsibly necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies - We are permitted by law to share your name, address, and facts about your transaction with other GIT companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer credit reporting agencies with our affiliates or with others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties - We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information - We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/Requests for Correction, Amendment, or Deletion of Personal Information- As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, GIT's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Gregory M. Kosin, Chief Compliance Officer
Greater Illinois Title Company, Inc.
120 North LaSalle Street, Suite 900
Chicago, IL 60602

Branded or Co-Sponsored Websites - If you provide Personal Information to us through a co-branded or co-sponsored website, you may be providing such information to the co-sponsor as well. In that event, we will make reasonable efforts to provide notice to you at the time you provide the information and you can decide whether you wish to do so. If you do submit such information, we will not be responsible for the use of the information you submit to the co-sponsor.

Links to Other Websites - Our websites may contain links to websites that are provided and maintained by third parties and that are not subject to this Privacy Statement. Please review the privacy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

Cookies - Our websites may use 'cookies' or similar technologies to improve our service to you. Our cookies do not collect your Personal Information.

Changes to this Privacy Statement - This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.